

When recorded, return to:  
[Name & address of person filing the Environmental Covenant]

The County Parcel Identification No. of the Property is: \_\_\_\_\_

**GRANTOR:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

### ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the United States Environmental Protection Agency (EPA).

1. **Property affected**. The property affected (Property) by this Environmental Covenant is located in \_\_\_\_\_ [name of municipality], \_\_\_\_\_ County.

The latitude and longitude of the center of the Property is: [either decimal degrees (DD.DDDDDD) or DD/MM/SS or DD/MM/SS.SSSS; preferred is decimal degrees]

\_\_\_\_\_.  
The Property has been known by the following name(s): \_\_\_\_\_

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

**[Use when Grantor & Grantee are the same, i.e., when Grantor is the only holder.]**

2. **Property Owner / GRANTOR / GRANTEE**. \_\_\_\_\_  
is/are the owner(s) of the Property and the GRANTOR(S) and GRANTEE(s) of this Environmental Covenant.

3. The mailing address(es) of the owner(s) is/are]:  
\_\_\_\_\_.

[Use when there are holders other than Grantor.]

2. **Property Owner / GRANTOR.** \_\_\_\_\_ is(are) the owner(s) of the Property and the GRANTOR(s) of this Environmental Covenant. The mailing address(es) of the owner(s) is/are:

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEE(s) and a “holder,” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: [Name & address information].

4. **Description of Contamination and Remedy.** *[As required under 27 Pa. C.S. § 6504(a)(3) and (a)(7) and as permitted under 27 Pa. C.S. § 6504(b)(6), briefly describe the nature and extent of contamination at the Property; the remedy/corrective action selected and undertaken or to be undertaken.]* The administrative record pertaining to the [ROD/ROD Amendment/ESD/FDRTC] is located at the locations listed below:

US EPA Region III

[Location]

[Local Location, If Available]

The administrative record is also available online at: [Web Address].

*[May also add the following language, if applicable: “In addition, records pertaining to the remedy selected by EPA in the [ROD/ROD Amendment/ESD/FDRTC] are maintained by the Pennsylvania Department of Environmental Protection (Department) at [location].”].*

5. **Activity and Use Limitations.** The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by: [describe each specific restriction on use of the Property, such as whether the Property can be used only for non-residential purposes or whether the groundwater may be used as potable water; describe each obligation, such as conducting groundwater monitoring or maintaining a fence or cap.]

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** By the end of [insert interval for reporting determined to be necessary by EPA [and the Department]]; e.g., “every January following

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EPA's approval of this Environmental Covenant" or "every third January following EPA's approval of this Environmental Covenant"], the then current owner of the Property shall submit to EPA[, the Department] and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within [21] days after a) written request by EPA [or the Department], b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), or d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner shall send a report to EPA [the Department] and any Holder. The report shall state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by EPA [and the Department].** In addition to any rights already possessed by EPA [and the Department], this Environmental Covenant grants to EPA [and the Department] a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 30 days after the date that EPA approves this Environmental Covenant, the [insert entity responsible for filing this document] shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to EPA within 90 days of EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for each County in which the Property is located, the [insert entity responsible for filing this document] shall send a file-stamped copy to each of the following: [insert each Municipality and County in which the Property is located]; [the Department,] any Holder listed in Paragraph 3; [insert each person holding a recorded interest in the Property]; [insert each person in possession of the Property]; and \_\_\_\_ [insert other persons as required by EPA].

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with paragraph 10(b). The then current owner of the Property shall provide EPA and the Department with written notice of the pendency of any proceeding that could lead to a foreclosure, as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding.

*[In some circumstances, it may be appropriate for the covenant to be limited to a specific duration or the occurrence of a specific event. If so, specify those conditions that must occur for the covenant to be terminated, and also indicate that EPA must approve,*

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*in writing, of the termination. The language in (b) illustrates this option. The language in (c) provides an option for not requiring the Grantor's consent.]*

[(b) This Environmental Covenant shall terminate upon attainment of performance standards set forth in the [ROD/ROD Amendment/ESD/FDRTC] for the above-described contamination at the Property. EPA must provide prior written approval before such termination becomes effective.

(c) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property; and (iii) EPA.]

*[In circumstances in which EPA is the sole "Agency," Section 11(a) notifies the Department of actions to terminate or modify environmental covenants pursuant to 27 Pa. C.S. §§ 6509 and 6510 in which EPA would be a party, but which the Department would not. Paragraph 11(b) provides the Department with the express authority to enforce such environmental covenants pursuant to 27 Pa. C.S. § 6511(a)(3), which enforcement authority EPA has under 27 Pa. C.S. § 6511(a)(2) as the "Agency."]*

#### 11. **The Department.**

(a) **Notification.** The then current owner shall provide the Department written notice of:

- (1) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (3) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the Department.

12. **EPA and the Department's Addresses.** Communications with EPA and the Department regarding this Environmental Covenant shall be sent to: [EPA Project Officer and name, address and title of regional Department Environmental Cleanup Manager or designee.]

13. **Severability**. The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS [by Owner(s) and any Holder(s), in the following form:]

Date: [Name of Owner], Grantor  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA ) [other state, if executed outside PA]  
)  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Date: [Name of Holder], Grantee  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA ) [other state, if executed outside PA]  
)  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ [Holder, Grantee] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

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*[For Superfund Covenants.]*

APPROVED, by the United States Environmental Protection Agency

Date: \_\_\_\_\_, 20\_\_

Karen Melvin, Director  
Hazardous Site Cleanup Division  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF PHILADELPHIA ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer,  
personally appeared Karen Melvin who acknowledged herself to be the person whose  
name is subscribed to this Environmental Covenant, and acknowledged that she freely  
executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

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*[For RCRA Corrective Action Covenants.]*

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

John A. Armstead

Director

Land and Chemicals Division

United States Environmental Protection Agency

Region III

COMMONWEALTH OF PENNSYLVANIA )

)

COUNTY OF PHILADELPHIA ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared John A. Armstead who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_/

Notary Public